



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 5] नई दिल्ली, शनिवार, फरवरी 1, 1986 (माघ 12, 1907)

No. 5] NEW DELHI, SATURDAY, FEBRUARY 1, 1986 (MAGHA 12, 1907)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV

[PART IV]

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
[Advertisements and Notices issued by Private Individuals and Private Bodies]

नाम परिवर्तन

मैं अब तक भंवरलाल खटीक सुपुत्र श्री देवीलाल जी के नाम से जाना जाता हूँ और "पटवारी की ट्रेनिंग" "पटवार ट्रेनिंग स्कूल, उदयपुर" में ले रहा हूँ तथा राज० उच्च प्राथमिक विद्यालय रोड, गोगुन्दा-313705, उदयपुर (राज०) में रहता हूँ। मैंने अपना नाम भंवरलाल चौपड़ा बदल लिया है। मेरा यही नाम इसके पश्चात् जाना जावेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

भंवर लाल खटीक
हस्ताक्षर (पुराने वाला नाम)

मैं अब तक लौटू राम सिंहल सुपुत्र श्री बहैरवीराम के नाम से जाना जाता हूँ। और एम० बी० बी० एस० (अध्ययन) का काम जी० एस० बी० एम० मेडिकल कालेज कानपुर में करता हूँ तथा बालक छात्रावास संख्या -2 कमरा सं० 84 में रहता हूँ। मैंने अपना नाम अरुण 1-440GH/85

कुमार सिंहल बदल लिया है। मेरा यही नाम इसके पश्चात् जाना जावेगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

लौटू राम सिंहल
हस्ताक्षर (पुराना वाला नाम)

मैं अब तक मारायण लाल खटीक सुपुत्र श्री भंवरलाल जी के नाम से जाना जाता हूँ और "पटवारी की ट्रेनिंग" "पटवार ट्रेनिंग स्कूल, उदयपुर" में ले रहा हूँ तथा :—बोहरों की मस्जिद के पास, गोगुन्दा-313705, उदयपुर (राज०) में रहता हूँ। मैंने अपना नाम मारायण लाल चौहाण बदल लिया है। मेरा यही नाम इसके पश्चात् जाना जाएगा।

प्रमाणित किया जाता है कि मैंने इस सम्बन्ध में कानूनी आवश्यकताओं पर अनुपालन कर लिया है।

मारायण लाल खटीक
हस्ताक्षर (पुराना वाला नाम)

LOST/STOLEN/DESTROYED

The Gold Bond No. CA 000296 of the NATIONAL DEFENCE GOLD BONDS 1980 'B' Series for 115 Grams of Gold. Originally standing in the name of Shri Madan Mohan Pyne the Proprietor by whom it was never endorsed to any other person, having been lost/stolen/destroyed, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for issue of Duplicate in favour of the Proprietor. The Public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the Person notifying : SHRI MADAN MOHAN PYNE.

Residence : 22, Gopal Banerjee Lane, Howrah-711101.
MADAN MOHAN PYNE

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Controller of Publications

CHANGE OF NAMES

I, hitherto known as CHIDDA SINGH son of Shri NATHU RAM, employed as Safaiwala in the Office of CCI&E, Udyog Bhawan, New Delhi, residing at H-134, Kali Bari Marg, New Delhi, have changed my name and shall hereafter be known as CHIDDAN LAL.

It is certified that I have complied with other legal requirements in this connection.

CHIDDA SINGH

Signature (In existing old name)

I, hitherto known as N. NAYAPAISA son of Shri M. NATESAN, employed as Peon in the Garrison Engineer's Office, Jalahalli, Bangalore-13, residing at Ramchandrapura, Jalahalli, Bangalore-13, have changed my name and shall hereafter be known as N. SEIVASHEKAR.

It is certified that I have complied with other legal requirements in this connection.

N. NAYAPAISA

Signature (In existing old name)

I, hitherto known as NIRMAL DASS son of Shri UTTAM CHAND GULATI, employed as Section Supervisor (Operative) in the Central Telegraph Office, New Delhi, residing at K-34-A, Kalkaji, New Delhi, have changed my name and shall hereafter be known as NIRMAL DASS GULATI.

It is certified that I have complied with other legal requirements in this connection.

NIRMAL DASS

Signature (In existing old name)

I, hitherto known as KRISHNA KUMAR BAROOAH son of Late ANANDA RAM BAROOAH, employed as Sub-Postmaster in the Postal Department at Mariani, residing at Madhuban, Mariani Town P.O. Mariani, have changed my name and shall hereafter be known as KRISHNA KUMAR MAHANTA.

It is certified that I have complied with other legal requirements in this connection.

KRISHNA KUMAR BAROOAH

Signature (In existing old name)

I, hitherto known as RUKMINI P. d/o RAMANNA TANTRI, residing at 'Shiva Prasad' in Farangipet in Bahtwal Taluk, have changed my name and shall hereafter be known as ASHA P.

It is certified that I have complied with other legal requirements in this connection.

RUKMINI P.

Signature (In existing old name)

I, hitherto known as GOPAL KRISHNA s/o Late RAMANNA POONJA, residing at Kannur Village in Mangalore Taluk, have changed my name and shall hereafter be known as P. GOPAL KRISHNA POONJA.

It is certified that I have complied with other legal requirements in this connection.

GOPAL KRISHNA

Signature (In existing old name)

I, hitherto known as TARA PADA JANA son of Late SANTOSH JANA, employed as S.F. in the Metal & Steel Factory, Ishapore, T. No. 25, Section S.F., residing at Shamnagar, near Anna Purna Cotton Mill, Gate No. 1, P.O. Shamnagar, Dist. 24-Pargana, have changed my name and shall hereafter be known as KARUNA KANTA JANA.

It is certified that I have complied with other legal requirements in this connection.

TARAPADA JANA

Signature (In existing old name)

I, hitherto known as SHANKAR DHANAPPA SANADI son of DHANAPPA LAXMAN MULERAKHI, employed as Sub-Inspector Telephones, Belgaum, residing at Post Kakati, Taluka District Belgaum (Karnataka State), have changed my name and shall hereafter be known as SHANKAR DHANAPPA MULERAKHI.

It is certified that I have complied with other legal requirements in this connection.

SHANKAR DHANAPPA SANADI

Signature (In existing old name)

I, hitherto known as PAPINDER KAUR KUMAR wife of SATISH KUMAR, employed as House Wife, residing at A-65, Double Storey Kalka Ji. New Delhi-19, have changed my name and shall hereafter be known as SAVITA KUMAR

It is certified that I have complied with other legal requirements in this connection.

PAPINDER KAUR KUMAR

Signature (In existing old name)

I, hitherto known as Smt. SARITA SONI wife of Shri S. L. SONI, employed as L.D.C. in the Office of the Area Manager, Central Delhi Telephones, New Delhi-110050, R/o C-5/151, Lawrence Road, Delhi-35, have changed my name and shall hereafter be known as Km. SARITA PATHAK.

It is certified that I have complied with other legal requirements in this connection.

SARITA SONI

Signature (In existing old name)

I, hitherto known as BILLUCHAND BALMIKI son of CHHUWARA BALMIKI, employed as Office Assistant in the Telecom Factory, Devnar, Bombay-400088, residing at Sangam Nagar, Room No. 17, Anton Hill, Bombay-400037, have changed my name and shall hereafter be known as CHAND MASIH.

It is certified that I have complied with other legal requirements in this connection.

BILLUCHAND BALMIKI

Signature (In existing old name)

I, hitherto known as MANABIR AHIR son of Late BALDEO AHIR, employed as Shuntman in the Kanchrapara Railway Station, E. Rly., 24 Parganas, residing at Railway Quarter No. T/No. 69 'G' Kanchrapara Station, P.O. Kanchrapara, Distt. 24 Parganas, West Bengal, have changed my name and shall hereafter be known as MAHABIR GOND.

It is certified that I have complied with other legal requirements in this connection.

MAHABIR AHIR
Signature (In existing old name)

I, hitherto known as RAM CHANDER son of Shri JEET RAM, employed as Telegraph Man Indoor in the Central Telegraph Office, New Delhi, residing at Village Bharthal, Post Office Bijwasan, New Delhi-61, have changed my name and shall hereafter be known as RAM CHANDER UDAR.

It is certified that I have complied with other legal requirements in this connection.

RAM CHANDER
Signature (In existing old name)

I, hitherto known as KRISHAN KUMAR son of Shri OM PARKASH, employed as Circle Service Telegraphist in the Central Telegraph Office, New Delhi, residing at Village & Post Office, Pehladi Pur (Banger) Delhi-42, have changed my name and shall hereafter be known as KRISHAN KUMAR SINDHU.

It is certified that I have complied with other legal requirements in this connection.

KRISHAN KUMAR
Signature (In existing old name)

I, hitherto known as RAJ KUMAR son of Shri SARDAR SINGH VASHISHT, employed as Telegraph Man Indoor in the Central Telegraph Office, New Delhi, residing at Village & Post Office, Pehladi Pur (Banger), Delhi-42, have changed my name and shall hereafter be known as RAJ KUMAR VASHISHT.

It is certified that I have complied with other legal requirements in this connection.

RAJ KUMAR
Signature (In existing old name)

I, hitherto known as SATISH KUMAR son of Shri NAR SINGH, employed as Telegraph Man Indoor in the Central Telegraph Office, New Delhi, residing at Village & Post Office, Pehladi Pur (Banger) Delhi-42, have changed my name and shall hereafter be known as SATISH KUMAR KAJLA.

It is certified that I have complied with other legal requirements in this connection.

SATISH KUMAR
Signature (In existing old name)

I, hitherto known as LAXMI MOHAN SHARMA son of Shri S. S. SHARMA as Student in the College of Vocational Studies Sheikh Sarai, New Delhi, residing at K/KG-1/122, Vikaspuri, New Delhi-18, have changed my name and shall hereafter be known as MOHAN SHARMA.

It is certified that I have complied with other legal requirements in this connection.

LAXMI MOHAN SHARMA
Signature (In existing old name)

I, hitherto known as KRISHNAN ACHARY M. son of MADHAVAN ACHARY P., employed as Tradesman 'F' in the V.S.S.C., Trivandrum-22, Kerala, residing at T.C. 17/1188-1, Jayabhavan, Nullathulane, Poojapura, Trivandrum-12, have changed my name and shall hereafter be known as KRISHANKUTTY M.

It is certified that I have complied with other legal requirements in this connection.

KRISHNAN ACHARY M.
Signature (In existing old name)

I, hitherto known as DR. SAMIR KUMAR KAMAR son of Late ATUL KRISHNA KAMAR, employed as Assistant Divisional Medical Officer in the Dr. Samir Kumar Kamar, residing at Andal Railway Hospital, South Colony, P.O. Andal, Dist. Burdwan (W. B.), have changed my name and shall hereafter be known as DR. SAMIR KUMAR KAR-MARKAR.

It is certified that I have complied with other legal requirements in this connection.

DR. SAMIR KUMAR KAMAR
Signature (In existing old name)

I, hitherto known as Miss GUDDI DEVI daughter of Shri RAM CHAND, employed as Steno 'D' in the Central Water Commission, New Delhi, residing at House No. 121, Mohalla Kot, Sonapat, have changed my name and shall hereafter be known as Miss SUMAN.

It is certified that I have complied with other legal requirements in this connection.

GUDDI DEVI
Signature (In existing old name)

I, hitherto known as RITA KUCKREJA wife of Shri PRADEEP KUCKREJA, employed as Executive Secretary to the Vice President, Personnel & Human Resource Development in the East India Hotels Limited, 7 Shamnath Marg, Delhi-110054, residing at 200 Golf Links, New Delhi, have changed my name and shall hereafter be known as RITU KUCKREJA.

It is certified that I have complied with other legal requirements in this connection.

RITA KUCKREJA
Signature (In existing old name)

I, hitherto known as RANBIR SINGH son of Shri RAJ ROOP MANN, employed as Telegraph Assistant in the Central Telegraph Office, New Delhi, residing at Village & Post Office Pehladi Pur (Banger), Delhi-42, have changed my name and shall hereafter be known as RANBIR SINGH MANN.

It is certified that I have complied with other legal requirements in this connection.

RANBIR SINGH
Signature (In existing old name)

I, hitherto known as Shri VISHAN LAL son of Shri SUNDER LAL, employed as Telephone Operator in the Telephone Exchange, Ambala Cantt, residing at House No. 75, Lal Kurti Bazar, Ambala Cantt, have changed my name and shall hereafter be known as Shri VISHNU LALL.

It is certified that I have complied with other legal requirements in this connection.

VISHAN LAL
Signature (In existing old name)

I, hitherto known as HANUMAN PRASAD MAHUR son of Shri CHOUTH MAN MAHUR, residing at Shri Hanuman Prasad Mahur C/o Shri Nathu Lal, 1692, Jai Lal Munshi Ka Rasta, Jaipur, have changed my name and shall hereafter be known as VINOD JAISWAL.

It is certified that I have complied with other legal requirements in this connection.

HANUMAN PRASAD MAHUR
Signature (In existing old name)

I, hitherto known as ASHOK CHADHA son of Shri P. L. CHADHA, employed as Scientific Officer SD in the Fuel Chemistry Division, B.A.R.C., Bombay-85, residing at 6-B Kedar Nath Anushakti Nagar, Bombay-94, have changed my name and shall hereafter be known as ASHOK KUMAR CHADHA.

It is certified that I have complied with other legal requirements in this connection.

ASHOK KUMAR
Signature (In existing old name)

I, hitherto known as OM PARKASH ARYA son of Sri SACHHIDA NAND, employed as Postal Assistant Fatehgarh Division Fatehgarh (UP), residing at Quarter No. 36, Sector II R. K. Puram, New Delhi-110022, have changed my name and shall hereafter be known as OM PRAKASH SRI-VASTAVA.

It is certified that I have complied with other legal requirements in this connection.

OM PRAKASH ARYA
Signature (In existing old name)

I, hitherto known HARI DAS PAUL son of Late MADHAB CHANDRA PAUL, employed as Highly Skilled Grade-II/Carpenter in the Carriage & Wagon Workshop, Eastern Railway, Liluah (M.R. Shop) P.O. Liluah, Dist. Howrah (T. No. MR-485), residing at 267, Kotrung Udayan Pally, P.O. (Hind Motor, P.S. Uttarpada, Dist. Hooghly, have changed my name and shall hereafter be known as HARI PADA PAUL.

It is certified that I have complied with other legal requirements in this connection.

HARI DAS PAUL
Signature (In existing old name)

PUBLIC NOTICE

I, hitherto known as M. S. NARAYANAN, son of Late Shri M. S. SETHU, PA (Grade 'B' of CSSS) in the Ministry of Commerce, residing at 1/295 Naraina, New Delhi-28, have changed the name of my minor son aged about 16 years from NAGARAJ to N. SHYAM and he shall hereafter be known as N. SHYAM.

It is certified that I have complied with other legal requirements in this connection.

M. S. NARAYANAN

I, hitherto known as M. S. NARAYANAN son of Late M. S. SETHU, employed as P.A. (Grade B of CSSS) in the Ministry of Commerce, residing at 1/295 Naraina, New Delhi 28, have changed the name of my minor son aged about 16 years from NARASIMA to N. RAM and he shall hereafter be known as N. RAM.

It is certified that I have complied with other legal requirements in this connection.

M. S. NARAYANAN

CORRIGENDUM

"Read P. S. Panduranga Achar son of T. S. Sundar Achar instead of P. S. Panduranga Achar son of T. S. Panduranga Achar Published at page 141 of issue No. 34 of The Gazette of India Part IV" dated 24-8-1985.

NOTIFICATION BY THE AHMEDABAD SEEDS MERCHANTS ASSOCIATION LTD., AHMEDABAD

The approval of the Deputy Director, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce

and Industry Notification No. S.O. 1162 dated the 4th May, 1960, has been obtained on the 1st November, 1985 to the following amendments made to the Bye-laws of the Ahmedabad Seeds Merchants Association Ltd., Ahmedabad, the same having been notified under section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

1. In Bye-Law 142—

Delete Bye-law 142 and instead insert the following bye-law.

Bye-Law 142—

The Board of Directors shall be entitled to permit up-country delivery in hedge contracts as and when they think proper. The Board shall decide this question before the start of trading in a particular delivery of hedge contract and shall not change this mode of delivery during the pendency of any hedge contract.

2. In Bye-Law 143—

Delete the words appearing after the words "start of the" and instead insert the following words. "Trading in a particular delivery of hedge contract. No change will be made therein during the pendency of any hedge contract".

3. In Bye-Law 155—

Add the following words after the words "state cess and/or duties." "except Sales-Tax."

(Sd/-) ILLEGIBLE

Assist. Secretary.

The Ahmedabad Seeds Merchants Association Ltd., Ahmedabad.

Ahmedabad :

Date : 23-11-1985.

COTTON ASSOCIATION, INDORE (REGD)

36, Shilnath Camp, Bansi Press

Indore 452 003

Additional Bye-Laws for Trading in Non-Transferable Specific Delivery Contract in Cotton

General

(1) In these bye-laws unless there be some thing in the subject matter or context inconsistent therewith :—

The Association

means 'COTTON ASSOCIATION' INDORE (REGD)

A Nominated or Authorised Representative of a Member

means a person registered with the Association as such.

Managing Committee (Sanchalan Samiti)

means the Managing Committee of Cotton Association, Indore, (Regd) acting through at least a quorum of their members at a meeting of that Managing Committee duly called and constituted.

Buying on Account

means buying actual spot cotton on account of a seller who has either failed to tender or whose tender has been rejected in which case the buyer shall pay or receive from the seller the difference, if any, between the rate he actually pays for such spot cotton and the contract rate.

Closing out of the Contract

The expression 'Closing out of the Contract' means that when a seller instead of selling on account of the buyer accepts the spot rate of the cotton for the appropriate day and pays or receives, as the case may be, the difference between such spot rate and the contract rate.

President

means the President or Acting President of Cotton Association, Indore (Regd) for the time being.

Number of the Managing Committee

means a Member duly elected or appointed on the Managing Committee under the Articles of Association in force for the time being.

Member

means any person, firm, Co-operative Society, Commercial Organization, Association of Federation of Cotton growers who is a member of the Association under the Articles of the Association in force for the time being.

Broker

means a person registered with the Association as broker for the time being.

The Secretary

means and includes an officiating General Secretary (Maha Mantri) and Joint Secretary (Saha—Mantri).

Classes or Grades of Cotton

include the terms :—

- (1) Heap Selection;
- (2) Type basis;
- (3) Fine;
- (4) Super fine;
- (5) Good average;
- (6) Average;
- (7) Ready.

Due Date

means the latest day for delivery. A DUE DATE which would otherwise fall on a Holiday or Sunday shall in every case be deemed and taken to be the immediately preceding work day.

Forward Contract

means a Forward Contract as defined in the Forward Contracts (Regulation) Act 1952 viz., a contract for the delivery of goods at a future date and which is not a ready delivery contract.

Non-Transferable Specific Delivery Contract

means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act 1952 entered into, performed and regulated in accordance with additional bye-laws 1 to 56.

Transferable Specific Delivery Contracts

means a non-transferable specific delivery contract as defined in the Forward Contracts (Regulation) Act 1952 entered into, performed and regulated in accordance with additional bye-laws 1 to 56.

Transferable Specific Delivery Contracts

means a specific delivery contract which is not a N.T.S.D. Contract and which is subject to such conditions relating to its transferability as the Central Government or Forward Markets Commission may specify in that behalf.

False or Fraudulent Packing

means packing of a—

(1) bale of cotton in such a manner as to contain in different parts of the bale cotton of different growths or varieties of cotton of materially different staple or cotton of different crops.

OR

(2) in such a manner as to contain in any part of the bale any by-products such as waste, fly or other products of a cotton mill available after raw cotton is passed through the blow room.

OR

(3) in such a manner as to contain in any part of the bale any concealed substance other than raw cotton.

OR

(4) in such a manner as to contain inferior cotton decidedly inferior to the exterior and not readily detectable on the customary examination.

Invoice Back

The expression 'invoice back' means that when a tender is rejected or is deemed to have been rejected by the buyer he, instead of buying on account of the seller, accepts the spot rate or such other rate as may be prescribed in the bye-laws for the appropriate day and pays or receives as the case may be the difference between the spot rate and the contract rate.

Market Rate of the Day or the Room Rate

means the daily rate for ready and/or N.T.S.D. Contract fixed and registered by the authority competent under these bye-laws.

Notice

means an intimation in writing.

Notice Board

means each and all Notice Boards of the Association in the premises occupied by them wherever the same may be.

Official Year

means the period from 1st April to 31st March.

Public Holiday

means Sunday and any other day declared as such by Government or Association.

Ready Contract

means a ready delivery contract as defined in the Forward Contracts (Regulation) Act, 1952.

Spot Rate

means the market rate of the day for ready cotton fixed by the authority competent under these bye-laws to do so.

Standard Bale

means a bale weighing 170 Kg net for roller gin and 165 Kg net for saw ginned. The minimum acceptable weight of a bale shall be 160 Kg net.

Working Day

(1) Means a day on which all transactions authorised by these bye-laws are permitted.

Notices

(2) Any notice whether to a member or to non-member required to be given under these bye-laws may be served upon either by hand delivery or by Registered letter at the address registered with the Association or at his last known address. In case of refusal to take delivery of the notice as aforesaid, the same will be served by telegram which shall have the absolute validity of its service.

Contracts

(3) Bye-laws (1) to (56) are additional bye-laws relating to non-transferable specific delivery contracts of cotton. All other bye-laws of the Association, as may be in force from time to time, shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with and are not repugnant to these additional bye-laws.

(4) (a) Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at and as registered in Indore.

Brokers

(4) (b) The brokers, dealing in the cotton trade will be able to get their names registered with the Association by paying Rs. 125/- or any other amount fixed by the Managing Committee of the Association from time to time. The members of the Association may carry on their dealings through such recognised brokers, and the Articles of Association as well as Bye-laws and the Resolutions passed by the Association will be binding on such brokers.

(5) All N.T.S.D. contracts entered into between members directly or through registered brokers and all contracts entered into between a member and a non-member shall be in writing and on the forms recommended by the Association, from time to time.

(a) All non-transferable specific delivery contracts between members shall for the purpose of regulation be made through the registered Brokers of the Association in the form recommended by the Association from time to time in quadruplicate. The broker shall send one copy each to the buyer, the seller and the Association simultaneously immediately on entering into the contract or within ten days thereof and shall retain one copy for him. If a copy of the contract is not sent to the Association within the stipulated period, the broker shall be liable to the consequences arising therefrom over and above the loss of brokerage, the suspension and/or cancellation of his registration with the Association. No terms and conditions, which are repugnant to these Bye-laws, shall be incorporated in the contract as special terms or otherwise.

(b) All non-transferable specific delivery contracts between a member and a non-member shall be made in the form recommended by the Association from time to time in triplicate. The member shall send one copy each to the non-member and to the Association simultaneously immediately on entering into the contract or within ten days thereof and shall retain one copy for him. If the member fails to give intimation to the Association within stipulated period regarding entering into non-transferable specific delivery contract with a non-member, he will be liable for cancellation of his membership or suspension thereof or for the payment of penalty.

(c) All claims, differences and disputes whether admitted or not, arising out of, or in relation to any non-transferable specific delivery contract entered into as per the provisions of Bye-law 5 herein, shall be referred to the Arbitration of the Association and the Bye-laws of the Association relating to Arbitration and further proceedings in connection therewith provided and as may be provided from time to time shall be applicable to such Arbitration.

(6) (a) N.T.S.D. Contracts may be entered into for varieties of cotton as may be permitted and/or prescribed by the Managing Committee with the approval of the Forward Markets Commission and shall be entered into at fixed prices.

(b) The Managing Committee or Sub-Committees of the Association authorised by the Managing Committee shall, before permitting non-transferable specific delivery contracts for such varieties of cotton, obtain the approval of Forward Markets Commission for the same.

(c) The Forward Markets Commission shall have powers not to grant such approval whenever it is considered expedient in the interest of the trade or in the public interest so to do.

(d) No member shall enter into a non-transferable specific delivery contract for delivery in any variety unless the Association has notified that such contracts are permitted.

(7) The Standards Committee appointed by the Managing Committee shall every year, as soon as possible, after the crop has started moving prepare standards of good average quality wherever possible in respect of various varieties traded at the centre. First samples will be prepared after about 15 days from the commencement of the pressing factories and second samples will be prepared from the arrivals after about 45 days from the commencement of the Pressing Factories. To determine the good average quality (G.A.Q.) of the season the standards committee shall collect cotton samples through the employees of the Association and for the purpose shall also decide from which factory, trade or co-operative society of each centre, the samples should be collected.

(8) Every non-transferable specific delivery contract shall result in delivery of goods in accordance with and subject to the provisions and procedure laid down in the relevant bye-laws.

(9) No N.T.S.D. contract once entered into shall be settled mutually or by transferring the rights or responsibilities under

such contract (or under any delivery order or sampling order or railway receipt or bill of lading or any other documents of title relating thereto or by effecting hawala or in any other manner) nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these bye-laws.

(10) The buyer under all N.T.S.D. contracts must weigh-over and no settlement of contracts shall be allowed except in the following circumstances:—

- (a) When the buyer or the seller becomes insolvent;
- (b) When there is a serious crop failure which makes it difficult for the seller to perform his part of the contract and the Managing Committee is of the opinion that it is a reasonable view;
- (c) Where there are substantial grounds for apprehending that the buyer is likely to fail to take delivery of contracted cotton or make adequate payment therefor promptly or that seller is likely to fail to effect delivery of contracted cotton in time and such failure is likely to result in a greater financial loss subsequently;
- (d) When there is a failure of the buyer to fulfil his commitments to the seller under previous contract/s or failure of the seller to deliver cotton against contracts due for delivery earlier.
- (e) Such other circumstances which the Managing Committee may lay down from time to time. Settlement when made shall be duly reported to the Association by both the parties concerned within six days and shall be examined by a committee of the Managing Committee. If on consideration of the report made by the Committee the Managing Committee considers that a particular settlement was not warranted by the circumstances the Managing Committee may take such disciplinary action as it may deem proper against the parties concerned.

(11) The parties to the contract by mutual agreement may extend the delivery date by a period not exceeding 31 days subject to the condition that they shall notify to the Association in writing the original date and extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Association in writing setting forth the reasons for extension of time. The Managing Committee or the sub-committee appointed for this purpose shall have absolute discretion to extend or not the delivery time.

(12) With a view to ensuring the due compliance with the terms and conditions of the contract, the Managing Committee or sub-committee (whenever it finds necessary of if called upon by the Forward Markets Commission) may ask the members to furnish the following as also other particulars and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Association.

- (a) Copies of the bill claiming monies.
- (b) Number of the cheques issued for payment and/or details of any other mode of payment i.e., Hundi etc.
- (c) Railway Receipt No. or Motor Receipt No. or the delivery order number, the date of delivery etc.
- (d) Other relevant particulars to show the mode of delivery.

(13) No member shall enter into a N.T.S.D. Contract for Cotton otherwise than on the terms and conditions prescribed under these bye-laws. Nothing contained in these bye-laws shall apply to a non-transferable specific delivery contract for cotton entered into on the terms and conditions prescribed in the bye-laws of another recognised association between members of that Association or through or with any such member.

(14) (a) All Cotton contracted for under a N.T.S.D. Contract shall be ready and the delivery order shall be tendered not later than 4 P.M. on the latest date for delivery specified in the contract.

(b) Against a sale on Railway terms or Motor Bilty terms under a N.T.S.D. contract, Railway receipt or Motor Lorry Receipt or bill of lading shall constitute a valid tender provided such Railway or Motor Lorry receipt or despatch documents bears a date stipulated in the contract or earlier. If the Railway/Motor Lorry booking is closed and the R/R or M.L.R. cannot be obtained within the stipulated time, the date of forwarding Note duly endorsed by the Station Master/Transport Company accompanied by the actual weight note will be considered as date of completion of the delivery.

(15) In case the Seller tenders Cotton Superior in quality (in respect to Good Average Quality) he shall not be entitled to any 'on' allowance unless mutually agreed to by the parties.

(16) (i) Cotton tendered against all types of contracts as described in bye-laws 54 will be considered 'not a fair tender' if the variety sold is (i) awarded an 'off' allowance exceeding 4 percent of the price on the ground of its being below contracted quality, or

(ii) Found to be false, fraudulently packed, or

(iii) Awarded an 'off' allowance exceeding 2% on the ground of its being damaged cotton, or

(iv) does not bear the specific mark prescribed for the factory in which it is pressed in conformity with the provisions of the Ginning and Pressing Factories Act and the rules made thereunder. In all these circumstances the buyer shall have a right to reject the tender.

(17) If in an arbitration for quality, the cotton tendered is not declared 'not a fair tender' the buyer shall be bound to accept the cotton with the allowance fixed in arbitration award in which case he shall so intimate to the seller by 5 P.M. on the day following the date of the final award.

(18) Seller and Buyer may mutually arrange for selection, weighing, delivery and payment within the contracted period.

(19) (a) However on the tender by the seller to the buyer of a delivery order, railway receipt or Motor Lorry Receipt or a bill of lading, against a delivery contract, if the buyer refuses to accept the same, the seller shall give to the buyer a notice placing on record such non-acceptance and if the buyer does not take up the delivery order or Railway Receipt or Motor Lorry Receipt or Bill of Lading by 5 P.M. on the 3rd working day of such notice, the Seller shall either-working day of such notice, the Seller shall either—

(i) sell the cotton so tendered within 4 working days at reasonable rate on account and at the risk of the buyer and shall intimate to the buyer such sale within 24 hours of the sale effected.

(ii) close out the contract at the market rate of the day following the day of delivery of the notice to the buyer.

(iii) the Seller must notify his option of (i) or (ii) above in the notice.

(b) If the Seller being entitled to sell the cotton on account and at the risk of the buyer sells cotton within the time aforesaid, he shall be deemed to have closed out at the rate ruling on the 8th day of the date of the contracted delivery.

(c) All sales on account under this bye-law shall at the instance of the buyer, be subject to arbitration of the Association on the question of the price, provided that the buyer shall have communicated his objection to such sale in writing to the Seller within 48 hours after the receipt by him of the intimation of such sales and these shall be taken into account in any such arbitration the spot rate of the Cotton Contracted for.

(20)(a) If the Seller fails to tender a delivery order whole or any portion of it, for cotton sold or in case the Cotton has been passed, is not actually ready for delivery, the buyer shall—

(i) Buy at a reasonable rate in the market before 5 P.M. within 2 working days following the failure to tender on account and at the risk and expenses of the seller, cotton of the description sold, or

(ii) Invoice back at the spot rate at the last date of the delivery contract plus such penalty, if any, not exceeding 1% of the value of the contract as the Managing Committee may see fit to impose.

(b) In the event of the buyer electing to exercise the right of buying in the market, he shall intimate his purchase to the Seller before 5 P.M. on the day following the purchase. On his failure to do so he shall be deemed to have invoice back the cotton at the spot rate of the cotton contracted for and shall be entitled to apply to the Association to fix a penalty not exceeding 1% of the value of the contract.

(c) All purchases on account under this bye-law shall, at the instance of the Seller, be subject to arbitration of the Association on the question of the price, provided the Seller shall have communicated his objection to such purchase in writing to the purchaser within 48 hours after the receipt by him of the intimation of such purchases and these shall be taken into account in any such arbitration the spot rate of the cotton contracted for.

(21) In case the tender is not approved and the buyer is entitled to reject the cotton, the buyer shall either—

(a) Invoice it back at the spot rate of the day following that on which the final award is given or in cases of arbitrations other than those regarding quality at such rate as may be fixed by the Arbitration Committee or the Managing Committee in case of appeal (as the case may be), or

(b) buy at a reasonable rate on account of and at the risk and expenses of the seller, cotton of the description sold. Such a tender, in the event of the buyer electing to exercise his right of invoicing back, shall also be liable to such penalty not exceeding 1% of the value of the contract as may be fixed or imposed by the Managing Committee.

(22) In exercising the right of buying in the market, the buyer shall not buy any cotton from any person or from company in which he is interested.

(23) In each of the cases of default by the Seller or refusal to accept the delivery by the buyer, the party concerned shall communicate it to the Association in writing within 6 days of the date of the default or refusal giving reasons for such failure. The opposite party shall, if it has exercised the option available to it in the relevant clauses of invoicing back or of closing out of the contract on the basis of the spot rate, explain the reason why the particular option has been exercised by it. If any party to the contract has exercised the option to buy or sell cotton on account of the defaulting party, the said party shall give particulars of the purchase or sale, as the case may be. The Association shall from time to time examine such communications taking into account all relevant circumstances and if it is not satisfied with the reasons or explanations furnished by the party or if it is not satisfied about the bonafides of the purchase or sale claimed to have been made, it may subject the party concerned to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after giving the party an opportunity of being heard in the matter.

With a view to restricting the use of non-transferable specific delivery contracts only for the purpose of giving or taking actual delivery of the cotton and with a view to ensuring uniformity in dealing with the cases of failure to give or to accept the delivery, the Managing Committee of the Association may frame suitable rules under this bye-law with the concurrence of the Forward Markets Commission.

(24) (a) The Managing Committee of the Association may with the approval of the Commission require at any time, and from time to time, the buyer or the seller or both to deposit, in the interest of the trade, margins in respect of their outstanding non-transferable specific, delivery contracts at the Association at such rates as may be fixed by the Managing Committee.

(b) The Forward Markets Commission may in the interest of the trade or in the public interest, exercise the powers contained in clause (a) above.

(25) Any not-transferable specific delivery contracts entered into for cotton which at the date of the contract, is in contravention of the provisions of any of the bye-laws 6, 8, 9, 13 shall be illegal under the provisions of the Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

(26) The delivery period, delivery centres, quality and quality specifications, in respect of non-transferable specific delivery contract, shall be as specified in the respective contract.

(27) Every member shall send to Forward Markets Commission periodical statement of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Managing Committee or the Sub-Committee appointed by the Managing Committee.

(28) Arbitration regarding quality and appeals therefrom shall be held in accordance with the procedure laid down under bye-law 38.

(29) Arbitrations regarding disputes other than those relating to quality and appeals therefrom shall be held in accordance with the procedure laid down under bye-law 39 to 50.

(30) The Managing Committee shall from time to time appoint a Daily Rates Committee consisting of six members or their authorised representatives. Three members of the Committee shall form a quorum. In the absence of a quorum, the members present shall call in any other member or members of the Committee or in their absence any other knowledgeable member of the Association to form the quorum. The Committee shall meet daily for the purpose of fixing and registering as at 1 P.M. or as at such other hour as the Managing Committee may decide the market rates of different growths of cotton sold under N.T.S.D. contracts.

(31) The Managing Committee shall from time to time appoint a Special Rates Committee consisting of not less than four and not more than Eight persons chosen from the members of the Association or their duly authorised or nominated representatives of fix :—

(A) (a) on the application of either of the parties to a contract entered into subject to these byelaws—

(i) Special rates for invoicing back cotton permitted to be traded in delivery contracts under these byelaws;

(ii) The difference in value between the staple length and/or the grade of the cotton contracted for and the staple length and/or the grade of cotton tendered as awarded in arbitration.

(b) On an application any rate which is required to be fixed under relevant bye-laws but not fixed.

(c) On an application any other rate or rates, and

(d) Any other rate or rates which the Managing Committee may direct the Committee to fix.

Three members of the Special Rates Committee shall form a quorum.

(B) The Managing Committee may from time to time fix such fees as it may deem proper for the purpose of fixing rates under this bye-law.

(C) The Special Rates Committee in fixing such rates shall take into account the then prices at which cotton was sold in the spot market at Indore and other interior and important markets.

(D) A rate fixed under Clause 'A' hereof subject to a right of appeal to the Managing Committee, provided it be lodged with the General Secretary before 4 P.M. on the fourth day following the date of fixation of the rate appealed against and on payment of requisite appeal fee shall be final and binding on the parties concerned.

(32) All other issues arising in connection with tenders, sampling weightment of goods, delivery at up-country or mofussil centres etc., for which no specific provisions have been made in bye-laws shall be dealt with in accordance with the 'Rui-ke-Vyapar' Vishayak Niyam' No. 11 to 16 of the Association and Bye-laws 34 to 37 hereunder.

(33) (a) The Unit of price quotation for N.T.S.D. Contracts shall be 1 (one) quintal and price shall be inclusive of pressing charges.

(b) The Unit of trading in the N.T.S.D. Contract's permitted under the auspices of the Association shall be as mutually agreed upon between the parties.

(34) The average weight of a unit of 100 bales lot delivered against the contract shall be 170 quintals net for Roller-gin and 165 quintals net for Saw-ginned cotton. But a difference of 10 quintals shall be tolerated. However, if the difference is more than 10 quintals, such shortage or excess calculated on the basis of the average net weight of 170 quintals shall be settled at the price prevailing on the date of weightment. However, if the seller has informed the buyer about the shortage in weight of the lot to be delivered before the Selection has been made and if the buyer has selected the lot, he having agreed at the time of contract shall not be entitled for any compensation.

(35) If the buyer disputes the weight list given by the 'Seller' he shall have the right to get the entire lot weighed over at the seller's expenses.

(36) In all contracts, except the outstation delivery contracts, the buyer shall have to pay the price of their cotton within seven days of weightment thereof failing which the seller will be entitled to claim carrying charges from the buyer at the rate fixed by the Managing Committee. In case buyer does not make payment within the contracted period, he shall have to pay interest @ 18% for the first week and 24% thereafter to the Seller.

(37) In outstation contracts the payments are to be made against the Railway Receipt or Motor Receipt and if the time of the payment is extended by the Seller to accommodate the buyer even in that case the Seller has got the unpaid lien on the cotton delivered by him and the buyer has no right to consume the cotton without having paid for the same.

(38) SURVEY :

(i) Definition :

'Survey Committee' means the Committee appointed by the Managing Committee to settle the disputes arising out of or in connection with contracts made between members of the Association regarding weight and quality matters.

(ii) (a) There shall be a panel of Surveyors to be appointed as hereinafter provided :

(b) Every year the Managing Committee shall appoint not less than 15 and not more than 21 persons to act as Surveyors (Cotton experts) and forward the names of such Surveyors to the Forward Markets Commission. The Forward Markets Commission may, if it so desires, add not more than 7 persons to act as Surveyors and intimate the Association of their names within 15 days of the receipt of the list of persons appointed by the Managing Committee to act as Surveyors.

(c) If the Forward Markets Commission sends a list of persons as stated in sub-clause (b) hereof, the Surveyors for the year shall be persons appointed by the Managing Committee and the persons added by the Forward Markets Commission.

(d) If no such intimation is received by the Association from the Forward Markets Commission within the said period of 15 days the persons appointed as Surveyors by the Managing Committee shall be the Surveyors for the year.

(e) Persons to be appointed as Surveyors shall be members, Partners, Directors, Managers or authorised representatives of the Members of the Association.

(f) No Surveyor who is not on such a panel of Surveyors shall be appointed as Surveyor by any person.

(g) The panel of Surveyors so appointed shall continue until a new panel is appointed.

(iii) All disputes arising out of or in connection with the contracts regarding weight and quality matters shall be referred to two surveyors who shall have no direct or indirect interest in the goods under survey.

(iv) After the buyer (or Seller) appoints his Surveyor, he shall give notice to the Seller (or Buyer) to appoint his Surveyor and if the Seller (or buyer) fails to appoint his Surveyor within 3 days from the receipt of such notice, the buyer (or seller) shall inform the Association and thereupon the president shall appoint a Surveyor on behalf of the party in default. The decision of such two Surveyors shall be considered as final and both the parties shall be bound to act accordingly.

(v) The Surveyors shall have to give their decision within 7 days from the date of the appointment of the 2nd Surveyor. In case any difference arises between the Surveyors they shall appoint an Umpire if agreed to by them but if they disagree for appointment of an Umpire the President of the Association shall appoint an Umpire out of the remaining Surveyors who shall have no interest as Surveyor or Seller or Buyer. The Umpire shall give his decision independently within 5 days.

(vi) The letters of appointment of Surveyors together with their letters of acceptance of appointment shall be sent by the parties to the office of the Association and the Survey fees shall be paid in advance. The office of the Association shall inform the Surveyors accordingly.

(vii) **SURVEY FEE :**

- (a) The applicant shall pay survey fee @ Re. 1/- per bale (minimum Rs. 50/-) alongwith his application to the Association.
- (b) If on an award being given by Surveyors and/or Umpire the lot is rejected, the fee will be payable by the opposite party and refund will be given to the applicant.
- (c) In case of allowance being awarded by Surveyors and/or Umpire and lot being weighed over by buyer, the Survey fee shall be borne equally by both the parties.
- (d) The Managing Committee shall have powers to increase or decrease fees for Survey.

(39) **ARBITRATION :**

All claims, differences and disputes whether admitted or not arising out of or in connection with all contracts except those which are required to be referred to or decided by the Survey Committee or Surveyor appointed for survey of false /fraudulent packing shall be referred to the arbitration of two disinterested persons one to be chosen by each party from amongst the panel of arbitrators appointed by the General Body of the Association.

(40) (i) The Complainant party shall file a written application with the Association giving brief details about the nature of the disputes and also submitting the name of its Arbitrator.

(ii) **ARBITRATION FEE :**

- (a) The applicant shall pay Rs. 101/- to the Association as Arbitration fee alongwith his application.
- (b) In the case of an appeal, the applicant shall have to pay fee @ Rs. 201/- to the Association alongwith the application.
- (c) The Arbitrators in case of arbitration and Appeal Committee in case of appeal shall have power to determine as to who should pay the fees and the same shall be mentioned in the Award being given by them.
- (d) The Managing Committee shall have power to increase or decrease Arbitration fee payable under these bye-laws.

(41) The Association on receipt of the complaint shall call upon the opposite party to nominate its own Arbitrator within one week on the receipt of the Association's notice to that effect.

(42) Both the Arbitrators so appointed as aforesaid would then proceed to the place of dispute, if necessary, to study the things at the spot, record such evidence as they deem proper and would give their award within 25 days in writing to the Association who would forward a copy thereof to the parties concerned.

(43) If the two Arbitrators cannot agree upon an Award, they shall appoint an Umpire from among the panel of Arbitrators immediately thereafter who will hear the Arbitrators, proceed to the place of dispute, if necessary, to see the things for himself, record such evidence as he deems proper and submit his award to the Association.

(44) The Award made by the Arbitrators or failing that by the Umpire shall be final and binding upon both the parties subject to a right of appeal to the appeal committee appointed by the General Body of the Association within 7 days of the receipt of Award by the parties on payment of requisite fees as determined by the Managing Committee. The Appeal Committee will give its award on the basis of the evidence on record and it shall be final and binding on the parties. If any member of the Appeal Committee against whom the appeal is filed and/or has any direct or indirect interest in the appeal he shall not take part in the deliberations pertaining to such appeal.

(45) The Arbitrators or the Umpire shall state in the Award how and by whom the Arbitration fees and other charges incidental to the Arbitration shall be paid.

(46) In case the opposite party fails to give the name of his Arbitrator within the stipulated period the president shall appoint an Arbitrator on its behalf and the party concerned shall be informed accordingly.

(47) In case the Arbitrators fail to agree to the choice of an Umpire as provided in bye-law 43 above, they will immediately inform the Association to that effect and the president shall appoint an Umpire of which intimation will be given by the Association to the parties concerned as well as to the Arbitrators.

(48) The Arbitrators or the Umpire appointed under these bye-laws must in all cases be the members of the Association at the time of their appointment.

(49) The President shall have the right to appoint himself as an Arbitrator or Umpire in contingencies arising as per bye-laws 46 and 47 above, provided he has no personal interest in the matter under dispute.

(50) In case Arbitrators or Umpire are/is not in a position to give Award in time, they may apply for extension of time for submitting Award to the President of the Association. The President can extend the time on merits.

(51) Every member shall be liable to expulsion, suspension or to payment of fine for misconduct. The words misconduct in this context shall mean and include the following :—

- (a) Wilful or intentional non-fulfilment of contract or flagrant and fraudulent breach of contract ;
- (b) Refusal to refer any question in dispute to Arbitration under these bye-laws ;
- (c) Frivolous repudiation of the contract;
- (d) Refusal to abide by and carry out the Award whether in arbitration or in appeal;
- (e) Generally any conduct which is subversive of the objects and purpose of the Memorandum or Articles of Association.

Only the Managing Committee shall have power to take disciplinary action against a member and that too after giving him an opportunity to defend himself and such steps shall be taken only if the majority of members present at the meeting agree to do so.

(52) The Seller shall tender the cotton in one lot in the case of bargain upto 50 bales otherwise as mutually agreed upon by the parties.

(53) Nothing contained in these bye-laws shall bar a member of this Association from entering into any T. S. D. Contract under bye-laws of any other recognised Association in the country.

(54) Contracts may be entered in on the following basis :-

(1) *SEALED SAMPLES :*

If the transaction is on the basis of a sample of ginned cotton approved by the buyer the parties to the contract shall be entitled to seal such a sample in their presence for comparison with the cotton delivered later.

(2) *TEST & DESCRIPTION BASIS :*

If the transaction is on the basis of any test basis, mutually agreed between buyers and sellers, the supply will be according to the terms stipulated.

(3) *GINNING BASIS :*

(i) Term 'Cart Selected' shall mean that the buyer shall be entitled to select kapas from the heap/carts being offered for sale in Mandi and/or in nearby villages which will be decided by the buyer and the seller shall make a heap in their factory or in any other factory decided upon through mutual consent of buyers/seller. The cotton supplied will be ginned from the same heap.

(ii) The term 'HUBS', 'G/AVG' and 'AVG' shall mean goods generally considered to be as such by the Trade.

(iii) In the case of 'Ready Heap' the quality will be considered to be uniform with the apparent standard of the heap as can be judged by the reasonable examination.

(4) *KAPAS BASIS :*

In case of contract of Cotton where kapas is to be tendered and ginning and pressing is to be done under supervision

of the buyer, the tender of kapas or call to buyer to make selection of kapas should be made in sufficient advance time so that the operation of ginning and pressing may be completed on or before the due date of the contract.

(55) To meet the expenses of the Association all buyers and sellers of cotton shall every year pay 'LAGA' to the Association @ 10 np per bale or bori on every purchase and sale.

(56) *VIGILANCE COMMITTEE :*

(a) The Managing Committee shall every year appoint a Vigilance Committee of not more than three persons from among its office bearers or members.

(b) The Forward Markets Commission shall however, have power to appoint at any time or from time to time, not more than two persons to be members of the said Vigilance Committee in addition to the members appointed under clause (a).

(c) The Vigilance Committee shall have powers to investigate into and report on the violations of any provisions of the Bye-laws or of Rules, Regulations, Orders or Instructions issued thereunder, or under the Forward Contracts (Regulation) Act 1952, or on such other matters of a like nature as may be entrusted to it by the Managing Committee either on its own initiative or on receipt of complaints of such violations. The Committee shall, at least once in every three months or earlier if necessary send a report to Managing Committee about the work done by it.

(Sd/-) ILLEGIBLE
General Secretary
Cotton Association, Indore.